

1901-005  
Lee Co.

Chancery Causes: Admr. of W. M. Pennington vs. H. J. Russell

Parsons, Jesse, Durcan, Blair, Smith, Pridemore, Nicol,  
Carter, Walters, Goslyn, Woods.

CA-Debt  
T-Property

-Deed



To the Hon. Wm. T. Miller, Judge of the Circuit Court for Lee County:

Humbly complaining your orator, R. L. Pennington, Administrator *who sues for himself & all other creditors of the estate of W.M. Pennington deceased,* would respectfully represent and show unto your honor:

That on the 16th day of June, 1893, M. C. Parsons made and executed his note to W. M. Pennington for the sum of \$205.00, due and payable three months after date; and that on the 29th day of Jan. 1894, the said Parsons paid to the said W. M. Pennington *which is here filed as exhibit "X"* on the said note the sum of \$12.40; that on the *17* day of *Feb* 1895, the said M. C. Parsons departed this life, leaving as his heirs and lawful distributees of his said estate, a widow, F. F. Parsons, and five children, to-wit, Ellen Jess<sup>u</sup>, the wife of J. C. Jessee, Eva Russell, the wife of H. J. Russell, Geo. W. Parsons, Rebecca Parsons and Wheeler P. Parsons; that soon after the decease of the said M. C. Parsons, J. C. Jessee and H. J. Russell qualified as Administrators of his estate and took possession of all his personal estate; that the said M. C. Parsons was largely indebted, in a sum far exceeding the value of his personal estate and choses in action, your orator is informed that the liabilities of the said estate will exceed the value of the personal estate by not less than \$10,000.00.

Your orator alleges that the said Parsons died possessed of a considerable estate, both real and personal, and that all of the said personal estate went into the hands of the said Admrs. amounting in the aggregate of something like \$4,000.00

#### AS TO THE REALTY.

##### its Condition.

As to the real estate of which the said Parsons was the owner, your orator further representeth, that the said M. C. Par-



sons was the owner of a certain tract, known as the Elk Knob, which he had purchased from M.D. Richmond; and on the 12th day of May, 1892, the said Parsons conveyed the said tract by deed, bearing that date, to his son Geo. W. Parsons, who was at that time an infant, (and your orator her files a copy of the said deed as an exhibit and part of this bill, which is asked to be considered therewith, and which is marked, "Exhibit A"); it will be seen by an inspection of the said deed that it was not admitted to record untill after the death of the said M.C. Parsons; and the said Parsons after the date of the said deed to his son Geo., entered into an agreement with Henry Nicol, on the 6th day of October, 1894 for the sale of the said Elk Knob lands, in consideration of \$12,000.00, to be paid by the Nicol, as follows, \$1500.00 by causing to be executed to the said Parsons, a deed to the interest of The Pocket Coal Co., in a certain tract of *C.E. Mollath & C.E. Mollath had purchased from* land, which the said Company had purchased from J.L. Pennington, containing 1165 acres; \$500.00 to be paid on the Oct. 1, 1895, and \$1100.00 to be paid on the 1st day of Dec. 1896, and the same amount on each succeeding year untill the whole ~~xxxx~~ *with 3% but payable annually in cash or pasture* amount was paid; See Contract, which is here filed and made part of this bill, Marked "Exhibit B". Upon payment of the sums falling due up to Dec. 1, 1896, the said Parsons was to execute to the said Nicol, a deed for the said tract of land, reserving a vendor's lien for the ballance of the purchase money. But your orator alleges that the said Nicol has never paid one single ~~not even the tax~~ *the tax has been paid by Adair's* cent for the said lands, and that he is now in the possession of the same, using them, getting the proffits, and disposing of them; and your orator is informed, *believe & charges* that the said Nicol is totally insolvent, ~~and alleges and charges that he is, and that no judgment for the use and occupation of the land can be recovered or made out of him.~~ *or interest in deferred payments* Your orator further alleges that when the



said Parsons purchased the said Elk Knob, he did not fully pay the purchase money, but executed his notes to M.D. Richmond for the ballance, who retained a lien on the land for the said ballance, which is something in the neighborhood of \$1,000.00, which has been assigned by the said Richmond to A.L. Pridemore. Your orator will also represent and show unto your honor that the said M.C. Parsons in his life time executed to C.T. Duncan,

Trustee, for the benefit of W.M. Smith and H.D.G. Blair a deed of *Wm Taylor wife Elizabeth Jesse Thoffelt given* trust upon the ~~said Elk Knob tract~~, on the 9th day of May 1887

to secure the said Smith and Blair a debt of 2500 00.

that all the said debt as secured as aforesaid has not been *paid* *Your orator will further represent* fully. *And, orator will further represent* and show unto your honor that the said M.C. Parsons was the owner of another tract of land, known as the Hickory Flats lands, which he had purchased from T.P. Carnes, Eliza Taylor, M.E. Jessee, and Ira G. Sprinkle,; *+ Lofelt given* which said lands the said Parsons in his life time, on the 12th day of May, 1892, conveyed to his daughters, Ellen Jesse, the wife of J.C. Jessee, *Eva Parson who afterwards married H. J. Russell,* and Rebecca Parsons, who is an infant,; and for the terms of the said deed your orator here refers to the said deeds, copies of of which are here filed marked "Exhibit C and D". Before the death of the said Parsons Ellen Jessee had her deed recorded but the other to Rebecca Parsons was not recorded until after his death.

Your orator will further represent and show unto your honor that the said Parsons was the owner of another certain tract of land known as the Brush lands, which he purchased from M.Z. Parsons, containing about \_\_\_\_\_ acres, and another tract situated in Jonesville, Va, consisting of a one half interest in what is known as the Sisk property, and wher Dr. Spencer now lives.



And your orator will further represent and show, that the said Parsons is the owner of a tract which he purchased at a sale, under a deed of <sup>trust</sup> known as the Nim Potteet land, in which E.W. Pennington, was the trustee, that the whole of the said purchase money had been fully paid, but your orator does not know where that deed is not finding the same upon record.

And your orator will further represent and show unto your honor that M.C. Parsons was at the date of his death entitled to one of two certain tracts of land, either what is known as the 1165 acre Pennington-Mallett tract, or the W.A. Parsons 412 acre tract, as set out above. J.L. Pennington had sold to Chas Mallett the said large tract, and the said Mallett had transferred the same to the Pocket Coal Co., and by the said agreement Henry Nicol was to procure for the said Parsons the deed of the said Company to their interest in the said lands, as the said first consideration of \$1500.00; the said J.L. Pennington held a vendors lien on the said 1165 acre tract to secure the said Pennington the sum of \$8,320.00; by an agreement entered into by the said Parsons and the said Pennington the said Parsons purchased the debt due by the said Mallett to the said Pennington, <sup>for the sum of \$7410.00</sup> paying him as a consideration the said 412 acre tract at \$4220.00, and for the balance of the said purchase of said debt sold him some bonds on various parties. Your orator here files a copy of said contract between the said Parsons and the said Pennington, marked "Exhibit E", and prayed to be considered as part of this bill. Your orator is advised that there has arisen a controversy over these said lands and suit has been brought by J.L. Pennington to recover the said 1165 acre tract, under a verbal agreement entered into by the said Parsons and Pennington, in which the said Pennington claims that there was an exchange, that Parsons was to take back the said 412 acre

6 Recd.  
644  
28 Grob-  
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*Pennington was to*  
tract at the price of \$4120.00, and sell the said Parsons the  
timber on the said/165 acre tract at \$4.00 per M, and if that  
should fail to pay the said Parsons, just what he was to pay  
for the said tract, then the said Pennington was to pay him  
the ballance and the said Parsons was to have a lien for the  
said ballance. But your orator does not think it necessary to  
settle that question here, that it should be settled by the suit  
that has been brought for that specific purpose.\*

Your orator alleged in the outset that the said Parsons  
left surviving him a widow, F.E. Parsons. She was the second wife  
of M.C. Parsons. Prior to his intermarriage with her, on the 12th  
day of May, 1892 M.C. Parsons transferred to his children, four  
at that time, certain tracts of lands, reserving life estates  
therein. To Geo. W. Parsons he gave the Elk Knob lands, to Rebecca  
Parsons he gave the W.A. Taylor tract, conveyed to him on the  
1st day of March, 1878, and part of the Thomas P. Carns tract,  
that part which had not been conveyed to Ellen Jessee, to  
Ellen Jessee part of the T.P. Carns tract, as set out in the  
deed, to Eva Parsons, who afterward married H.J. Russell, the Mary  
E. Jessee lands, conveyed on the 27th day of Feby, 1886. Copies of  
all these deeds as referred to have been filed. Soon after the  
decease of the said Parsons the said widow instituted her suit  
to recover dower in all the lands which the said parsons was  
the fee owner and to these said lands conveyed as above; beofre  
the said suit was settled, the parties compromised the said suit  
and the widow sold out her estate in the lands to H.J. Russell  
and his wife and J.C. Jesse and his wife and to Geo W. and Rebec  
Parsons, releasing her entire interest to them for valuble  
consideration. Your orator here files the said contract, or  
deed of conveyance, evidencing the said sale, which is asked to  
be taken as part of this bill of complaint, *Marked "Exhibit"*

*Your orator further alleges that in the said mode by H.A. Carns to the said 7 1/2 acre tract,  
he received a lien for the ballance of the unpaid purchase money, which is  
something in the neighborhood of \$315.00. The said deed is duly filed and refers  
to the consideration as paid of this liee mentioned exhibit. "H"*



Your orator furthure represents that since the death of the said Parsons, there has been born another child to the said M.E. Parsons, said to be the post-humous child of the said late M.C. Parsons, but your orator is not advised what its name is, if it has any name it is unknown. And your orator represents that besides this unnamed child there are two other infants, to-wit, Rebecca Parsons, and Wheeler P. Parsons.

Your orator will further represent and show unto your Honor that on the 19th day of October, 1895, the said W.M. Pennington departed this life, that at the November term of the County Court for the County of Lee your orator the said R.L. Pennington qualified as administrator of the estate of the said W.M. Pennington and took possession of all his personal estate.

The premises considered your orator is advised that he has a right to maintain this suit on the part of himself and all other ~~xxxxxx~~ creditors of the late M.C. Parsons; to have the administration account settled, and it ascertained what the personal estate will pay, and after that is applied to the debts to have enough of the real estate sold to pay off the remainder.

The prayer therefore of your orator is, that H.J. Russell and J.C. Jesse in their own right and as administrators of the estate of M.C. Parsons, Ellen Jesse, Eva Russell, Geo. W. Parsons, Rebecca Parsons, Wheeler Parsons, the unknown child of the said M.C. Parsons, C.T. Duncan Trustee, H.D.G. Blair, W.M. Smith, A.L. Pride more, Henry Nicol, W.A. Parsons and J.L. Pennington be made parties to this suit, ~~that~~ <sup>and</sup> that they each be required to answer the same fully, but they need not do so upon oath, that a commissioner be appointed to take the administration account of the said H.J. Russell and J.C. Jesse; charging them with what should or did go into their hands, and crediting them with all proper disburse-

*\* Partu Guardian ad litem, in order to defend the said infants - Rebecca Parsons, Wheeler Parsons & the unnamed infant;*



show

\*

ments, and after this, what balance is left in their hands; that  
a receiver be appointed to take charge of the Knob lands, the  
said Nickol being insolvent, and not having performed the con-  
di tions of the contract, and that a writ of possession be  
granted the receiver so appointed; that the lands un conveyed  
be first sold in payment of the debts, and that if that be in  
sufficient, then that the lands or enough to pay the debts, which  
were given to his children, be next sold; and that all other  
furthur and general rellief be granted as is necesssary to the  
protection of all creditors interests. And your orator will  
ever pray &c.

*James H. Brown*  
For Complainant.

\* To be made the evidence of the estate & report  
again: part of their estate: & report  
the interests of the estate



\$205<sup>00</sup>

June, 16<sup>th</sup> 1893.

Three months after date we  
promise to pay Wm. M. Pennington

Two Hundred and five dollars

and as to the payment of this debt  
I hereby waive the benefit of the  
Statute of Limitations and  
this June 16<sup>th</sup> 1893

M. L. Parsons

Witness

E. W. Pennington

Due Sept 16/93

"Exhibit"

"claim #4"



Wm M. Pennington

From } note \$205

M. C. Parsons

due Sept. 16<sup>th</sup> 1893

W. M. Pennington

Jan 27/94

Credit By part Ch. Int. \$12<sup>40</sup>



E. W. PENNINGTON,

Com. Att'y.  
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,  
JONESVILLE, VA.

PENNINGTON BROS.

IN RE

ATTORNEYS-AT-LAW.

COLLECTIONS GIVEN SPECIAL ATTENTION.

vs.

Jonesville, Lee County, Va.,

WE GIVE INFORMATION CONCERNING MERCANTILE MEN  
OF OUR SECTION FREE.

622,535-  
66,784-  
7301.00

7301.00  
622535-9  
107541

Robt L. Pennington Adv.

vs. | Bice & Chaucery

N. J. Russell & Co.

1896. 2nd Feb'y rules bill filed & pa  
dtd + accepted + D. N.

" 1st march rules taken the last  
monday in Feb'y ans of G. A. Q.  
filed + D. N. confd + cause set  
for hearing by Plff.

" Mar Term decree + contd

" June " contd

" Novr " decree + contd

June Term 1901 Decree  
final Chy Order Book  
No 6 Page 585 & 6

Term 1896  
Plffs Costs to Novr  
Clerk 12.07 +  
Tax 1.50  
Shiff .50  
Const .50  
atty 18.00  
G. A. Q. 8.00  
Comr 100.00  
Co. C 9.75  

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\$144.32

1.66

27.26  
12.07

\$1.51 19



To the Hon<sup>ble</sup> W<sup>m</sup> S. Miller, Judge of the  
Circuit Court for Lee County:-

The joint & separate answer of  
J. C. Jessor & W. J. Russell Administrators  
of the estate of W. C. Parrans deceased  
to a bill in Chancery exhibited against  
them and others in this said Court  
by Robt L. Pennington Adm<sup>r</sup>. of the estate  
of W<sup>m</sup> M. Pennington Decd.

For answer to the said bill  
your respondents say:-

That they suppose that it is true  
that W. C. Parrans in his life time  
executed the note of \$205<sup>00</sup> as set out  
in the Plaintiff's bill, & so far as they  
know it has not been paid except  
so far as the credit endorsed on  
the back of the said note; it is  
true that W. C. Parrans on the 17 day  
of ~~January~~ day of February 1895 departed  
this life leaving a widow & five chil-  
dren as heirs at law, & that your  
respondents duly qualified as his  
administrators; it is true that the  
said ~~debt~~ W. C. Parrans was greatly  
indebted at the time of his death,  
and although he was the owner of con-  
siderable personal estate it will fail  
to meet the demands against the estate  
by at least 8 to 10000 dollars.

It is also true that the said  
Parrans in his life time was the  
owner of the real estate set out.



in the said bill. And all the facts  
alleged in the said bill are in the  
main true as your respondents  
understand them. Your respondents  
are ready & willing that their ac-  
count be taken, & they believe it  
is the best thing to be done for the  
estate.

Your respondents especially in-  
sist upon the prayer of the complainant  
to have a receiver appointed for the  
~~estate~~ trust lands. They believe it is  
the intention of the said Henry Nicol  
to get all he can out of the lands &  
pay nothing. Your respondents have  
not received a single cent under  
his contract, they have even paid  
the tax on the lands, he is in-  
solvent & your respondents can not  
get even this sum from him.

And now having answered &  
admitted all the allegations in the  
complainant's bill, they pray that  
an accurate commissioner be appointed  
who will take & take a proper account  
without reportedly having the same  
referred to him. & they will ever pray, &c.

J. C. Jesser  
W. J. Russell } Attorneys.  
of the Estate of Mr. C. Parsons decd.  
By Counsel.



A. L. Purney the Adm'r.

v.s. { Answer of  
Russell & Garrison

H. J. Russell et al -

Filed in open Court and  
by leave thereof March  
the 7th 1896

A. B. Muncy Clerk



To the Hon<sup>ble</sup> W<sup>m</sup> J. Miller, Judge  
of the Circuit Court for the Co.

The answer of W<sup>m</sup> A. Parsons  
to a bill in Chancery exhibited in  
this same Court against him  
and others by R. L. Dunnington Admr.

Par answer thereto respondent  
says:-

That it is true that it is true  
that he sold to W. C. Parsons the  
412 acre tract in exchange for an-  
other tract, known as the Shobley  
lands, & that the Shobley lands  
failed to pay the price of the 412  
acres by \$315, & your respondent  
has already had the question ad-  
judicated & a judgment for the said  
\$315<sup>00</sup>. And your respondent further  
says that it is true that he resumed  
ad him on the said 412 acre tract  
for the balance of \$315<sup>00</sup> as will  
be seen by exhibit of Plaintiff's bill,  
marked "K" & now having fully  
answered your ~~interrogatories~~ respondent  
says that his bill be enforced against  
the said lands, & that he recover his  
cost in this behalf expended

W<sup>m</sup> A. Parsons.

By Counsel.



Assn. Assoc. Admstrs

ad. 3 Assn. of  
N. H. Parsons.

Robt. H. Pennington Adm.

Filed in open Court  
and by leave thereof  
March the 6<sup>th</sup> 1896  
A. B. Munsey Clerk.

77



R. L. Pennington, Admr &c  
vs { In Chancery

Russell & Jesse, Admr &c et al

The deposition of R. E. Carter  
and others taken before me A. M.  
Goins, Special Commr. in the above  
styled cause, for the purpose of  
showing that a note held by  
the Admr. of M. C. Parsons, dec'd,  
against W. S. and J. J. Carter for  
\$85, has been paid by the said  
J. J. Carter.

Sept. 16<sup>th</sup> 1896.

R. E. Carter, a witness of lawful  
age being first duly sworn  
deposes and says:-

I know the fact that M. C. Parsons  
bought a mule at my father's  
sale for the price of \$125; the  
note which said Parsons held  
against my father, W. S. Carter  
and my brother J. J. Carter, <sup>for \$85<sup>00</sup></sup> was  
to be settled out of the pur-  
chase price of the mule, and  
then said M. C. Parsons was  
to execute his note for the res-  
idue.

On the note executed by Thos P.  
Carter and J. J. Carter to M. C. Parsons



for \$130, dated Apr 8, 1893, and payable six months after date, I know the fact that Thos. P. Carter let M. C. Parsons have a cow for \$18<sup>00</sup>, which was to go as a credit on said \$130 note - this trade was made by me. This trade was made about the last of May 1893.

The witness further states:-

I am a brother of T. P. Carter, I know the fact that he is a non-resident of this state, and that he is at this time in insolvent circumstances.

And further this deponent with note

R. E. Carter

Geo Halders another witness of lawful age, being first duly sworn, deposes and says:-

I know the fact that Thos. P. Carter sold M. C. Parsons a wagon and two horses, gearing &c, for the price of \$200<sup>00</sup>, and that said Parsons sold said Carter a black horse for the price of \$75, and a pony for \$25, these two last sums were to be deducted out of the



\$200, which said Parsons was to pay for the wagon and team, and the residue, \$100, was to go as a credit on a note of \$130, which said Parsons held against said P. P. Carter and J. J. Carter. This transaction took place in the fall of 1894, about the first of October. And further this deponent saith not.

George Walters

J. J. Carter a witness of lawful age being duly sworn, deposes and says:

I was acquainted with J. E. Galloway in his life - He has been dead for more than ~~ten~~ years. I know the fact that he was a man of a family and with very limited means - insolvent. And further this deponent saith not.

J. J. Carter.

H. C. Joslyn a witness of lawful age being duly sworn, deposes and says:

In the year 1878, Henry Milburn left this County and went to the



State of Kansas, about the time  
he left he placed in my hands  
all of his notes, accounts &c. and  
among the notes I received from  
said Milburn was two notes  
on P. B. Cecil & J. T. Cecil for \$100.00  
each. Sometime after Milburn  
left. M. C. Parsons and P. B. Cecil  
came to me, and Mr Parsons  
said he was to get the land for  
which the Cecil notes were  
executed and that he would  
assume the payment of the said  
two notes, and according to my  
Books. M. C. Parsons on the 16<sup>th</sup>  
of March 1880. paid one of these  
notes with its interest, and on  
Jan 18<sup>th</sup> 1881. he paid me the  
other note and its interest, and  
Mr ~~Cecil~~ Parsons got the land.

Do you know the financial  
condition of Frank Richmond &  
Wm. Pennington, known as "red-necks."  
if so state whether they are or  
are not insolvent.

I knew Mr Richmond and Mr  
Pennington at the time they left  
this County and State, some



years ago. and at the time  
they left, they were notoriously  
insolvent.

H. C. Joslyn

W. P. Woods, a witness of lawful  
age, being first duly sworn, depos-  
es and says:-

The statement to the following  
effect, "Interest on this note from 1890  
to 1895," written in the margin of  
the note executed by M. C. Parsons  
to H. M. Smith on the 9<sup>th</sup> day  
of May 1887, and payable by  
the 1<sup>st</sup> day of March 1895, for  
the sum of \$1250<sup>00</sup>/<sub>100</sub>, ~~is~~ in my  
hand writing, and was written  
there by me at the request of  
M. C. Parsons. Mr. Parsons and  
H. D. G. Blair, and, I think, John  
Smith, came into my store  
at Bridgewater, Va. and Mr. Parsons  
asked me to write said statement  
in the margin of each of the  
two notes - one executed to H. M.  
Smith for \$1250, and the other to  
H. D. G. Blair for \$1250. This is the  
way I now remember this matter.  
And further this deponent saith not.

W. P. Woods

Witness Claims  
50 cts



Virginia Lee County, to-wit:

J. A. M. Goins, Special Commr.  
in ~~in~~ the case of R. L. Pennington  
Admr. vs H. J. Russell et al, do hereby  
certify that the foregoing depositions  
were duly taken under oath after  
notice, and subscribed before  
me in my office in the town  
of Jonesville, and for the purpose  
of enabling me to ascertain  
certain inquiries referred to  
me as Special Commr. in this  
cause. Given under my hand  
this Oct 10<sup>th</sup> 1896

A. M. Goins,  
Special Commr.



R L Pennington Admr

vs } Depositions.

H. J. Russell et al

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This deed made this April 25<sup>th</sup> 1896, by  
and between George W. Parsons  
party of the first part, and Henry  
J. Russee of the second part, both of  
Lee County, Virginia, Witnesses;  
That the party of the first part for and  
in consideration of the sum of two  
thousand dollars five hundred of  
which is this day in hand paid  
the receipt of which is hereby acknowl-  
edged and five hundred of which is to  
be paid five years after this date, and  
five hundred is to be paid six years  
after date, and the residue five hundred  
dollars is to be paid seven years after  
date, and for these three last named  
sums bonds are this day executed  
and each of said sums are to bear  
interest after two and one half years  
from this date and the interest falling  
due on each is to be annually computed  
after two & a half years and made  
part of the principal till paid, and  
for these <sup>three</sup> last named sums and  
the interest thereon as stated above  
the said George W. Parsons hereby re-  
tains his vendors lien until fully



said, In consideration of which pre-  
mises the said George W. Parsons party  
of the first part, grants, bargains, sells,  
and hereby conveys unto the said Harry  
J. Russell and his heirs forever, one  
fourth part in equal value of all the  
land conveyed by his late father  
M. C. Parsons now deceased deeded  
by the said M. C. Parsons in his lifetime  
to Ellen Jessie, Eva Russell, Rebecca  
Parsons and the said George W. Parsons,  
it having heretofore been agreed by  
these four heirs to share said land share  
& share alike regardless of said deeds  
as between themselves, and as to the  
residue of the land owned by said M. C.  
Parsons at the time of his death the said  
George W. Parsons hereby grants, barg-  
ains, sells & conveys his entire undi-  
vided interest, and H. J. Russell & J. Co.  
Jessie having purchased and settled  
the down interest of the widow  
of the said M. C. Parsons, this con-  
veyance is hereby made by the said  
George W. Parsons to whatever claim  
right or title he may have therein  
and in addition to the real estate



for the Consideration aforesaid,  
the said George W. Parsons hereby assi-  
gns, sets, over and transfers to said  
Harvey J. Russell. All and singular his  
entire interest in & to the personal estate  
which descended to him from the said  
Parsons, from his father the said M.  
C. Parsons, except that the said George  
W. Parsons reserves herein his right to  
the price of a horse, to make him equal  
in advancement to the other heirs  
but all advancement other than  
the horse passes hereby to the said Rus-  
sell. For a more particular description  
of the lands hereby conveyed reference  
is here made to the deeds and titles papers  
of the said M. C. Parsons thereto now of  
record in the Clerk's office of the County  
Court of Lee County, to be taken  
and held as if here set out at  
full length & by due metes and bounds,  
and the said George W. Parsons hereby  
covenants that he will warrant and  
defend generally the title to said land  
in the proportion and to the extent  
and in the manner herein before  
set out and mentioned. witness



the following signatures and seals  
this the day and year first above  
written

George W. Parsons Seal

Virginia Lee County to wit:

I, S. V. F. Richmond Clerk of the  
County Court of Said County, in the  
State of Virginia, do certify that  
George W. Parsons whose name is  
signed to the within writing bearing  
date on the 25th day of April 1896,  
has acknowledged the same before me  
in my County aforesaid, and said  
deed is admitted to record. Given  
under my hand this 25th day of April  
1896.

S. V. F. Richmond Clerk

A copy -

Teste: S. V. F. Richmond Clerk

L. J. Russell  
From Copy of deed  
Geo W. Parsons.

Deed Book 32 -  
page 365

Clmd 85-cls

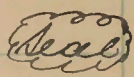


This deed made this the 12th day of  
May 1892 between M. C. Parsons, party of  
the first part, and Eva Parsons, party  
of the second part both of Lee County  
Virginia; Witnesseth that for and in-  
consideration of natural love and  
affection the said party of the first  
part (being the father of the said party of  
the second part) after reserving unto him-  
self a life estate in the premises herein-  
after mentioned, the said party of the  
first part, subject to the life estate afor-  
said, and without any right in  
the party of the second part to claim  
or hold responsible for any waste <sup>that</sup> he  
may commit on the premises herein after  
described, do hereby give grant, convey  
and confirm, subject to the life estate  
and privileges aforesaid two certain  
tracts or parcels of land lying and being  
in Lee County Virginia, and adjacent  
to Powells river, on the south side  
thereof the first of which tracts being the  
same land that was conveyed to  
said M. C. Parsons by Mary E. Jesse  
on Feby. 27 1886 and described in her  
deed as a hundred and fifteen acre  
tract and to which deed reference is  
here made for the metes, bounds and a more  
particular description of the same,  
The second of which tracts herein con-  
veyed is the same land that was



1 deduced to the said M. C. Parsons on  
2 Jan, 30 1880 by Ira G. Sprinkle and  
3 wife (except the portion heretofore sold to  
4 P. B. Beebe & Robert Burk amounting  
5 to one hundred and one half acres  
6 to which deed reference is here made  
7 for the metes & bounds and a more  
8 particular description, And said party  
9 of the second part shall have the right  
10 to use water for stock purposes from  
11 the two ponds near my present dwell-  
12 -ling and on the South side of the  
13 Turkey Cove road, To have and to hold  
14 the said two tracts of land subject  
15 to the reservation aforesaid, unto the said  
16 party, aforesaid unto her heirs forever.

17 Witness the following signatures and  
18 Seal, this the day and year first above  
19 written,

20 M. C. Parsons   
21 Virginia Lee County, to-wit:

22 I, E. H. Pennington a Notary Public  
23 in and for the County of Lee & State of Va.,  
24 do hereby Certify that M. C. Parsons whose  
25 name is signed to the writing above  
26 bearing date on the 12th day of May  
27 1892 has acknowledged the same  
28 before me in my County aforesaid,

29 Given under my hand and seal  
30 this May 12, 1892

31 E. H. Pennington N. P.  
32



Virginia Lee County Court:

In the office of the clerk of the said County the 27th day of February 1895, this deed was presented and together with the Certificate thereto annexed admitted to record.

Teste: S. W. Richmond clerk  
"A Copy"  
"Teste" S. W. Richmond  
clerk



M. L. Parsons  
To  
Eva Parsons

D. B. 37 P. 217

c. 50 cts

R. L. Cunningham Adv.

vs. { Exhib. G. "  
with Bill

J. J. Russell et al.



To the Hon.H.A.W.Skeen,judge of the circuit court for Lee county;

Your undersigned special commissioner in the chancery cause of  
R.L.Pennington,Admr, vs. J.C.Jessee, Admr,et al, appointed for  
the purpose of making to H.Z.Parsons, <sup>& G.H. Hydee</sup> ~~a~~ deed to the land purchased  
by ~~him~~ <sup>them</sup> in this cause, begs leave to report that he has made  
the said deed so required of him and here files the same for  
the inspection of the court, and asks that the usual fee be  
allowed him for his services rendered in this behalf.

Respectfully Submitted,

Robert R. Pennington

Spec.Comr.



Robt. Pennington Adm

vs  $\frac{2}{3}$  Report of  
Deeds

J. C. Jesse Adm. et al

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Filed Nov 10, 1899

A B Munsey Clerk

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